

OPTIONAL CLAUSES

1. EQUAL EMPLOYMENT OPPURTUNITY PROGRAM: Each applicant certifies, that it has executed and has on file, an Equal Employment Opportunity Program which conforms with the provisions of 28 CFR Section 42.301, et. seq., Subpart E, or that in conformity with the foregoing regulation, no Equal Employment Opportunity Program is required. The applicant organization having 50 or more employees who would receive amounts of \$500,000 or more, or grants which in the aggregate exceed \$500,000 or more, in any fiscal year must submit a copy of their Equal Employment Opportunity Plan (EEOPlan) to DSS for review. For continuation grant funding that exceed these amounts in any fiscal year the applicant must submit a statistical update from the previous year's plan.
2. DRUG-FREE WORKPLACE: During the performance of this grant, the applicant agrees to (i) provide a drug-free workplace for the applicant's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such probation; (iii) state in all solicitations or advertisements for employees placed on behalf of the applicant that the applicant maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subgrant or purchase order of over \$10,000 so that the provisions will be binding upon each subapplicant or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific grant awarded to an applicant in accordance with this certification, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the grant. (DRUG FREE WORKPLACE IS MANDATORY IF THERE IS NO FEDERAL ASSURANCE FORM INCLUDING THIS INFO)

3. SMOKE FREE ENVIRONMENT: By submitting their proposals, applicants certify to the Commonwealth that they will comply with the requirements of Public Law 103-227, Part C – Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or granted for by an entity and used routinely or regularly for the provisions of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

(SMOKE FREE ENVIRONMENT IS MANDATORY IF NOT ALREADY IN
FEDERAL ASSURANCE TO BE SIGNED)

4. CONFIDENTIALITY OF RESEARCH INFORMATION: Research information identifiable to and individual, which was obtained through a project funded wholly or in part with DSS grant funds, shall remain confidential and copies of such information shall be immune from legal process, and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceeding (28 CFR Part 22).
5. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the VDSS. In the event that the grantee desires to subcontract some part of the work specified herein the grantee shall furnish the VDSS the names, qualifications and experience of the proposed subcontractors. The grantee shall, however, remain fully liable and responsible for the work to be done by the subcontractor(s) and shall assure compliance with all requirements of the grant award.
6. AUTHORITIES: Nothing in this Agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the scope of services contained herein. Furthermore, the Provider/Agency shall not assign, sublet, or subcontract any work related to this Agreement or any interest he/it may have herein without the prior written consent of VDSS.
7. CONFIDENTIALITY: The Provider/Agency and VDSS agree that information and data obtained as to personal facts and circumstances related to clients will be collected and held confidential in accordance with state and federal requirements, during and following the term of this Agreement, and will not be divulged without the individual's and the Agency's written consent. Any information to be disclosed, except to the Agency, must be in summary, statistical, or other form which does not identify particular individuals.
8. PERFORMANCES: All services provided by the Provider/Agency pursuant to this Agreement shall be performed to the satisfaction of VDSS, and in accordance with the applicable federal, state and local laws, ordinances, rules and regulations. Provider/Agency shall not receive payment for work found by VDSS to be unsatisfactory, or performed in violation of federal, state or local laws, ordinances, rules or regulations.
9. OWNERSHIP OF MATERIALS AND DOCUMENTS: Ownership of all data, material, reports, studies, or other documents prepared by the Provider/Agency in the performance of its obligations under this Agreement shall remain the property of VDSS and shall not be copyrighted by the Provider/Agency. The Provider/ Agency shall not use, willingly allow or cause to have used such material or data for any purpose other than the performance of the Provider's/Agency's obligations under this

Agreement without the prior written consent of the VDSS. VDSS will exercise all due diligence in approving the Provider's/Agency's access to any reports produced during this Agreement that could be deemed public information and would otherwise be available for dissemination or use in academic or similar contract pursuits.

10. LOBBYING: No Federal funds will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant loan, or cooperative agreement.

CERTIFICATION

I certify that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with the General Grant Conditions and Assurances and all other federal and state laws and rules and regulations that apply to this award.

Authorized Official
(Project Administrator)

Date